

# ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

## Food Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Alameda Family Services - Head Start/ Early Head Start (AFS). The parties agree as follows:

1. **Food Services.** AUSD shall prepare and deliver up to three (3) student meals per day to AFS's facilities located at:
  - 1901 Third Street, Alameda, CA 94501
  - 555 Ralph Appezato Memorial Parkway, Alameda, CA 94501
  - 670 West Midway, Alameda, CA 94501
  - 1700 Santa Clara Avenue, Alameda, CA 94501
  - 1.1 Service shall include the necessary utensils and napkins.
  - 1.2 AFS shall place its order for student meals with AUSD at least one week in advance.
  - 1.3 AUSD agrees to deliver meals in acceptable condition and shall have no responsibility for the condition or care of student meals after delivery.
  - 1.4 AUSD shall provide AFS with a menu of meals at least one month in advance.
  - 1.5 AUSD and AFS participate independently in the State and National School Lunch Programs. Each party warrants to the other that it will comply with state and federal statutes in its respective performance under this Agreement.
2. **Term.** This Agreement shall commence on July 1<sup>st</sup>, 2018 and terminate on June 30<sup>th</sup>, 2019, unless terminated earlier pursuant to the terms of this Agreement.
3. **Pricing & Delivery.** GARNER agrees to pay AUSD for student meals according to the following price schedule:
  - Breakfast Cold or Hot \$1.75 per student meal.
  - Lunch \$3.00 per student meal.
  - Snack \$1.00 per student meal.
  - Supper \$3.00 per student meal.
  - All prices include milk.
4. **Invoicing.** AUSD shall invoice AFS monthly for Food Services and AFS shall pay AUSD within 30 days after AUSD submits an invoice.

5. **Notices.** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**AUSD Representative:**

Name: James Assia  
E-mail: jassia@alamedaunified.org  
Site/Dept: Food & Nutrition Services  
Address: 2060 Challenger Drive, Alameda CA 94501  
Phone: 510-337-7044

**AFS Representative:**

Name: Tracey Schear  
Title: Interim Executive Director, Alameda Family Services  
Address: 2325 Clement Avenue, Suite A  
Alameda CA 94501  
Phone: 510-629-6300

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

6. **Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore AFS agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. AFS shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
7. **Indemnification.** AFS agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. This provision survives termination of this Agreement.
8. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
9. **Termination.** Either party may at any time terminate this Agreement upon written notice to the other party. AFS shall compensate AUSD for Food Services provided through the date of termination.
10. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
11. **Limitation of AUSD Liability.** AFS shall accept or reject student meals upon delivery. Failure to inspect and accept or reject the student meals shall relieve AUSD from responsibility and impose on AFS the duty to pay for meals in accordance with the agreed-upon pricing set forth above. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Food Services performed in connection with this Agreement.

- 12. Conflict of Interest.** AFS affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AFS's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, AFS acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event AFS receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, AFS agrees it shall notify AUSD of this information.
- 13. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 14. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 15. Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
- 16. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 17. Independent Contractors.** Both parties acknowledge and agree that they are independent parties, and not an employee, servant, agent, partner or joint venture of the other party. Nothing herein shall be construed as creating the relations of employer and employee between the parties, its agents or its employees and the other party shall have complete charge and responsibility for the personnel utilized or employed by it. Neither party is responsible for any employer responsibilities associated with the other party, its agents or employees, including withholding, FICA or other employment taxes of any kind, nor is either party or any of its agents or employees entitled to or eligible for workers' compensation, unemployment compensations, or any benefits including but not limited to, medical insurance, life insurance, paid vacations, paid holidays, 401(K), profit sharing, stock options, or Social Security from the other party on account of any services performed hereunder.
- 18. Conduct on AFS Premises/Background Checks.** To extent that AUSD renders services in the Center, AUSD agrees to abide by all of AFS's rule and regulations including, but not limited to, safety, health and Hazardous Material management rules, and other rules prohibiting misconduct on AFS's premises, use of physical aggression against person or property, harassment, and theft are strictly prohibited and grounds for immediate termination. AUSD will work only in areas designated for its services. AUSD shall take all reasonable precautions to ensure safe working procedures and conditions for performance on AFS's premises and shall keep AFS's site neat and free from debris. AUSD will allow only individuals not listed in the national and state sex offender registry list to perform AUSD's services at AFS's facilities. In addition, any AUSD employee or agent who is considered a regular visitor (in the sole judgment of AFS and consistent with its Visitor Policy) shall submit to a criminal background check required under AFS policies and procedures. AFS reserves the right to refuse any individual's access to any of its facilities, in its

sole discretion, upon a refusal to comply or if any disqualifying incidents (consistent with AFS's internal policies) are discovered as a result. AUSD acknowledges that any work performed in or around a child care facility requires a high degree of awareness and sensitivity for the safety and well-being of children entrusted to AFS's care and agree that AFS may elect, in its sole, reasonable discretion, to terminate access to the Center of any AUSD employee or agent who AFS deems incompatible therewith.

**ALAMEDA FAMILY SERVICES-HEAD START/EARLY HEAD START:**

Tracey Schear,  
Interim Executive Director

Signature: \_\_\_\_\_

Date: 6/29/18

**ALAMEDA UNIFIED SCHOOL DISTRICT:**

James Assia  
Director of Food & Nutrition Services

Date: 7/9/18

Sean McPhetridge  
Superintendent

Date: 7/9/18